

Credit Union of Southern California Electronic Banking and Electronic Signatures in Global and National Commerce Notice (E-Sign) Disclosure and Agreement

(Effective 3/10/15)

Terms and Conditions

This Electronic Banking and E-Sign Disclosure and Agreement (“Agreement”) contains the terms and conditions for the use of Credit Union of Southern California’s (“CU SoCal”) home banking service (“CU OnLine™”), CU SoCal’s mobile banking service (“CU OnLine™ Mobile”), collectively, the “Service”, and the electronic presentment of periodic statements (“eStatements”). The words “us”, “we”, “our”, “ours”, “CU SoCal”, and “Credit Union” refer to Credit Union of Southern California and the words “you” or “your” mean you, the Member or account holder identified on the account records with us.

By participating in the Service or eStatements or allowing other persons to use the Service or eStatements, you are agreeing to the terms and conditions presented here, in addition to other agreements you have entered into with CU SoCal, including but not limited to the Membership and Accounts Agreement and Truth-In-Savings Disclosure, governing your CU SoCal account(s), collectively referred to as the “Other Agreements”. The Other Agreements are incorporated by this reference and made a part of this Agreement. In the event of a discrepancy between this Agreement and the Other Agreements, the terms of this Agreement shall control. The Credit Union in its discretion may modify this Agreement from time to time without notice or as otherwise provided by law. Continued use of the Service constitutes acceptance of any new or amended terms and conditions. **PLEASE READ, PRINT, AND RETAIN THIS AGREEMENT FOR YOUR RECORDS.** If you ask, we’ll mail you a hard copy of the Agreement.

Limitation of Service

When using the Service or eStatements, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur, and in no event will we be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses, or expenses arising in conjunction with this site or use thereof or inability to use by a party, or in conjunction with any failure or performance, error, omission, interruption, defect, or delay in operation. We reserve the right to determine your eligibility for the Service or eStatements. We reserve the right to change the qualification requirements at any time without prior notice. We reserve the right to change, suspend, or discontinue the Service or eStatements, in whole or in part, or your use of the Service or eStatements, in whole or in part, immediately and at any time without prior notice, unless required by law.

Compliance with Laws

You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Service and eStatements, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that govern the Service and eStatements. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us and this Agreement.

Governing Law

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent that there is no applicable federal law or regulation, by the laws of the State of California. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the credit union is located.

Account Linking

You may request to link your accounts in CU OnLine™ in order to view and access additional accounts of which you are an owner, trustee, or custodian. You warrant and represent that you are authorized to access accounts and loans displayed in CU OnLine™ when you supply your username and password. If you are no longer authorized to access such accounts, you are responsible for immediately notifying us to have the account removed from your access. If you perform any transactions on accounts you are not authorized to access, you will be solely responsible for returning all funds to us. If you fail to return funds to the Credit Union, you agree that we may debit any account you

have with us unless otherwise prohibited by law. You agree that any owner or other authorized user of a linked account, acting alone, shall be authorized to access any of your linked accounts and that you waive any privacy rights you may have relating to such account linking.

Keeping Your Account Confidential

Password Protection: For your protection, we recommend that you regularly change your password used to access CU OnLine™ or CU OnLine™ Mobile. You can change your password using the Profile menu in CU OnLine™. You agree to hold your password in strict confidence and you will notify us immediately if it's lost or stolen. You're responsible for keeping your password and account information confidential.

Personal Information Protection: In addition to protecting your password and account information, you should also protect your personal identification information, such as your driver's license, Social Security Number, etc. This information, alone or together with information on your account, may allow unauthorized access to your account. It's your responsibility to protect your personal information with the same level of care that you protect your account information.

How to Reach Us

Business Days: The Credit Union's business days are Monday through Friday and Saturdays at certain locations, excluding federal holidays. You may contact us by visiting our branch offices during normal business hours or by calling 866 CU SoCal, 866 287.6225. Calling us is the best way to report any problems or to get questions answered. If you can't call us or come in person, you can write to us at: Credit Union of Southern California, 8028 Greenleaf Avenue, Whittier, CA 90602.

Secure Account Email: You may use the "Messages" feature in CU OnLine™ to send secure messages to us.

Email: Questions of a general nature may be sent to us via regular email at info@cusocal.org. Please do not send personal or confidential information to us via regular email.

Account Access

CU OnLine™ is a service provided to our Members. By using CU OnLine™ with your password, you can:

- Make inquiries.
- Check account balances.
- Transfer funds between your CU SoCal savings, checking, money market and loan accounts and to and from accounts at other institutions.
- Access your current or past monthly transaction history.
- Request a withdrawal or loan advance by check.
- Pay bills.
- Download account transaction history into personal financial management software, such as Quicken.

CU OnLine™ Mobile is a service provided to our Members. By using CU OnLine™ Mobile with your password, you can:

- Check account balances.
- View spending patterns via graphs.
- Transfer funds between your savings, checking, money market and loan accounts.
- Transfer funds to make loan payments within an account (excluding VISA loans and mortgages).
- Access Bill Pay to view and schedule payments to existing billers.
- Find locations for CO-OP ATMs, shared branching and CU SoCal branch locations.

We may, at our discretion, opt to limit the number or dollar amount of your transactions. Services available may be added or canceled at any time. We'll update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement.

The Service and eStatements are available seven days a week, 24 hours a day. However, from time to time some or all of the Service and/or eStatements may not be available due to system maintenance or upgrades. During such

times, you may be able to use PhoneTeller (our automated 24 hour service), call our Telephone Service Center or visit one of our branches. (See **How to Reach Us** for business hours.)

Limitations on Funds Transfers from Savings Accounts: Pursuant to federal regulations, you're limited as to the number of certain transactions you can make on your savings and Money Market accounts. Transfers from Shares will be limited to a total of six (6) in any one month. You may transfer any available balance, unless limited under another agreement.

Incomplete Transfer of Funds: If we don't complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we'll be liable for your losses and damages. However, there are some exceptions. We'll not be liable, for instance:

- If, through no fault of ours, you don't have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the system wasn't working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we've taken.
- There may be other exceptions stated in our agreement with you.

Disclosure of Information to Third Parties: We'll disclose information about your account to third parties only when one of the following conditions exist:

- When necessary to complete a transaction requested by you.
- In order to verify the existence and status of your account(s), such as for a retail merchant or credit reporting agency.
- In order to comply with government agencies or court orders.
- If you give us written permission.

Periodic Statement: You'll get a monthly account statement (unless there are no transfers in a particular month). Paper and paperless delivery options are available. The paperless version of the periodic statement is available electronically through our eStatements service. With eStatements, your periodic account statements will be available for you to view and print within CU OnLine™. We will send you an email message monthly to notify you when your statements are available.

Examine Your Statement: You must promptly review your statement upon receipt. See **In Case of Errors or Questions About Your Electronic Transfers**.

In Case of Errors or Questions about Your Electronic Transfers

Call us at 562.698.8326, or write to us at the address shown in **How to Reach Us** as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transaction listed on your statement or transaction receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

In order to help you with your questions, we'll need the following information:

- your name, account number, and transaction date in question;
- the situation you're unsure about, and why you believe there's an error or why you need more information; and
- the dollar amount of the suspect transaction.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

In most instances you'll receive the results of our investigation within 10 business days and we'll correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your question. If we do this, we'll provisionally credit your account within 10 business days for the amount you think is in error so that you'll have the use of the money during the investigative period. If we ask you to put your complaint or question in writing and we don't receive it within 10 business days of our request, we may not provisionally credit your account. The 10 business day and 45 calendar day time periods will be extended to 20 business days and 90 calendar days,

respectively, for any transaction initiated at a point-of-sale or ATM location, or a transaction made outside the United States.

We'll send you a written explanation within three business days following our decision, based on our investigation. You may ask for copies of the documents that we used in our investigation.

Lost or Stolen Password: If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at 562.698.8326, or write to us at the address shown in How to Reach Us as soon as you can.

Liability for Unauthorized Transfers

If you tell us within two (2) business days, you can lose no more than \$50 if someone used your personal access code without your permission. (If you believe your personal access code has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your personal access code without your permission.)

If you DON'T tell us within two (2) business days after you learn of the loss or theft of your personal access code and we can prove that we could have stopped someone from using your personal access code without your permission if you'd told us, you could lose as much as \$500.

Also, if your statement shows transfers that you didn't make, tell us at once. If you don't tell us within 60 days after we sent the FIRST statement on which the unauthorized transfers appeared, you may not get back any money you lost after 60 days if we can prove that we could've stopped someone from taking the money if you'd told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we'll extend the time periods.

If you authorize someone else to use your CU OnLine™ or CU OnLine™ Mobile password, you're responsible for all transactions which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized.

Affirmative Consent for eStatements

The E-Sign Act allows us to present certain electronic records in lieu of sending you information "in writing" ("paper") to satisfy the "in writing" (paper) requirements for other statutes, regulations, and laws provided that we adhere to certain conditions and that you furnish your affirmative consent. Before you can affirmatively consent to receive eStatements in lieu of paper, the following information must be clearly and conspicuously communicated to you:

PLEASE READ THOROUGHLY AND CAREFULLY CONSIDER YOUR OPTIONS AND THE REQUIREMENTS BEFORE PROVIDING YOUR AFFIRMATIVE CONSENT.

- Our eStatements contain the same content as our paper version of the periodic statements, including, but not limited to account information, account activity, account inactivity, payments made or due, statement messages, disclosures, error resolution procedures, and the maintenance or operation of an account, product or service. Our newsletters are independently available online.
- Your affirmative consent includes receiving eStatements in lieu of paper on an ongoing basis for each **monthly** and **quarterly** periodic statement until and unless your consent is withdrawn or the option is otherwise cancelled. Withdrawing consent is not subject to a fee, however accounts receiving **monthly** or **quarterly** paper periodic statements may be subject to fees as listed in the Schedule of Fees.
- Your affirmative consent includes your agreement to provide us with and maintain a valid email address that we will use to advise you when new eStatements are available for viewing. You may update your email address in the Documents Mailing Preferences in CU OnLine™, by sending a secure email using the "Messages" feature in CU OnLine™, by calling 866 CU SoCal, 866 287.6225, or by writing us at CU SoCal, 8028 Greenleaf Avenue, Whittier, CA 90602, detailing your request. Updates may take two (2) business days from the date we receive the request and we will determine your preferred statement delivery method based on the account records at the close of business on the last day of each month.
- Your affirmative consent includes your agreement to sustain accessibility to the proper equipment and software to view and retain electronic records. The minimum equipment and software requirements to

access eStatements include an Internet-capable computer, a Web-browser that supports 128-bit SSL encryption, and Adobe Acrobat Reader Software. If you are consenting electronically or confirming your consent electronically, you will be provided the opportunity to demonstrate and verify that the minimum requirements have been met by presenting an Adobe Acrobat file with a verification code. **Monthly** and **quarterly** eStatements are available to download to your hard drive or other storage media or print for permanent retention, and are maintained online for a minimum of 12 months after eStatements enrollment. Printing eStatements requires access to a printer that is capable of PDF (Portable Document Format) output.

- You may obtain paper copies of eStatements by printing them yourself or by asking us to send you a copy within a reasonable time after we first made the eStatements available. Paper copy requests can be sent through a secure email using the “Messages” feature in CU OnLine™, by calling 866 CU SoCal, 866 287.6225, or by writing us at CU SoCal, 8028 Greenleaf Avenue, Whittier, CA 90602. Paper copies that we send you may be subject to fees as listed in the Schedule of Fees.
- You may withdraw your consent for eStatements by changing your Statement Mailing Preference in the Documents Mailing Preferences in CU OnLine™, by sending a secure email using the “Messages” feature in CU OnLine™, by calling 866 CU SoCal, 866 287.6225, or by writing us at CU SoCal, 8028 Greenleaf Avenue, Whittier, CA 90602, detailing your request. Changes may take two (2) business days from the date we receive the request, and we will determine your preferred statement delivery method based on the account records at the close of business on the last day of each month. If we determine that the email address we have on the account records is invalid, inactive, or is otherwise incapable of accepting our email notice, we may at our option, effectively accept such as a withdrawal of your consent for eStatements.
- We reserve the right, at our sole discretion, to provide paper periodic statements instead of eStatements and/or remove your account from eStatements although you have provided us with affirmative consent. In such cases, all required written communication will be mailed to the primary address we have on the account records or otherwise delivered as required by law or the prevailing agreement. We may change the terms and conditions under this Agreement as allowed by law.

Accepting this Agreement and providing your affirmative consent to receive eStatements in lieu of paper is your acknowledgment of your active and intentional agreement to participate in the Credit Union’s compliance with the E-Sign Act.

Customized Alerts

The Customized Alerts service is a personal financial information alert service that allows you to receive information about your account including, but not limited to, information related to account balance changes, checks cleared, debit card purchases, and electronic deposits, or withdrawal notifications. When you access CU OnLine™, you can initiate alerts by clicking on the “Alerts” link. You may set up, change, or delete alerts at any time only through CU OnLine™. You agree and understand that this service may not be accessible or may have limited utility over some Internet or mobile networks, such as while roaming. When you create alerts, they are linked only to the account under which they were created through CU OnLine™. Balances shown on alerts reflect balance information at the time the alert was initiated by the Credit Union and may no longer be accurate at the time you review it. Additionally, balances on alerts may not reflect funds that are on hold, which may affect your available balance.

Limitations on Services: Although the Customized Alerts service is designed to give you timely notice of specific events, it may not always provide immediate notice. You may encounter errors, interruptions, delays, or failures in the receipt of your alerts, which may be out of our control, such as technical difficulties experienced by your Internet service provider or wireless communications carrier. Furthermore, some mobile devices or certain other devices may omit or truncate a portion of the alert.

We will not be liable to you for any losses caused by your failure to properly use or respond to alerts that are sent. We assume no responsibility for the timeliness, reliability, deletion, or misdelivery of any alerts we may send you. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

Security: If you use this Customized Alerts service, you will receive alerts sent to the source you specified when the alert was established. Please be aware that information transmitted via email and text messages may not be secure and the Credit Union cannot guarantee the security of any information transmitted over a mobile device or to an email address.

Changes or Cancellation: You may cancel your participation in the Customized Alerts service at any time by deleting any scheduled alerts set up through CU OnLine™. If you need assistance in cancelling any alerts you may contact us directly. We reserve the right to change or cancel the Customized Alerts service at any time without notice.

Miscellaneous Fees and Charges

Any service fees for using the Service or eStatements will be shown in the Schedule of Fees, prior receipt of which you acknowledge, and may be changed by us from time to time. Please note that you are responsible for any charges, such as Internet access fees, telephone line charges, mobile phone, or text message charges, and other fees and expenses that may be assessed and billed separately by your online service provider or phone company.

Other General Terms

Severability— In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

Right to Terminate Agreement—CU SoCal reserves the right to terminate this Agreement and your access to the Service and/or eStatements in whole or in part, at any time.

Our Liability—Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, CU SoCal OR by Internet browser providers such as Netscape (Netscape Navigator) and Microsoft (Microsoft Explorer) OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic, or other damages arising in any way out of the installation, download, use or maintenance of the equipment, software, the Service, eStatements, or Internet browser or access software. In this regard, although we've taken measures to provide security for communications from you to us via the Service, and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. THE SERVICE AND ESTATEMENTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY.

User Conduct/Indemnification

You agree not to use the Service or eStatements or the content or information delivered through the Service or eStatements in any way that would (a) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve gambling, involve the sale of counterfeit or stolen items, or use the Service to impersonate another person or entity; (c) violate any law, statute, ordinance, or regulation; (d) be false, misleading, or inaccurate; (e) create liability for the Credit Union or its affiliates or cause the Credit Union to lose (in whole or in part) the services of any third party providers; (f) be defamatory, trade libelous, threatening, or harassing (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically, or otherwise objectionable; (h) interfere with or disrupt computer networks or infect the computer networks with viruses; (i) interfere with or disrupt the use of the Service or eStatements by any other party; (j) use the Service or eStatements in any manner to gain unauthorized entry or access into the Credit Union's computer systems; or (k) resell or make any commercial use of the Service or eStatements.

No Waiver— The Credit Union and its service providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Indemnity— You agree to indemnify, defend, and hold us harmless (by Counsel of our choosing) from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Service or eStatements, any negligent or intentional action or inaction by you, and/or any breach by you of this Agreement. This paragraph shall survive the termination of this Agreement.

Additional Disclosures regarding CU OnLine™ Mobile

CU OnLine™ Mobile is not intended to replace access to CU OnLine™ from your computer or other methods you use to manage your accounts. You should review and follow usage instructions for CU OnLine™ Mobile provided on our website. You agree to accept responsibility for learning how to use CU OnLine™ Mobile in accordance with the instructions. We are not liable to you for any losses caused by your failure to properly use CU OnLine™ Mobile.

Access: Your mobile phone must be text messaging-enabled or must have the ability to download a mobile banking application and access the Internet. The Credit Union does not guarantee that your mobile phone/mobile service plan (equipment) will be compatible with our CU OnLine™ Mobile service. You are responsible for understanding the operation and maintenance of your equipment. The Credit Union is not responsible for any errors or failures related to your equipment.

Mobile phones with internet capabilities are susceptible to viruses. You are responsible for making sure your equipment is protected from and free of viruses, worms, Trojan horses, or other harmful components which could result in damage to programs, files, phones, or could result in interception of information by a third party. The Credit Union is not responsible for or liable for any indirect, incidental, special, or consequential damages that may result from harmful hardware or software components on equipment or liable if sensitive information accessed via CU OnLine™ Mobile is intercepted by a third party.

The Credit Union is not responsible for errors, delays, or inability to access CU OnLine™ Mobile caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with CU OnLine™ Mobile nor are we responsible under any circumstances for any damage to your equipment.

We make no representation that content or use of CU OnLine™ Mobile is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.

Activation: Your CU OnLine™ Mobile services will be activated only after successful authentication of your mobile phone and/or mobile phone number. The decision to require multiple authentication methods is strictly at the Credit Union's discretion.

Location Information: When you use a location-enabled CU OnLine™ Mobile service, we may collect and process information about your actual location, like GPS signals sent by a mobile device. We may use location information we collect in order to protect against actual or potential fraud.

Security: You are responsible for maintaining the security of your mobile device and, except as otherwise provided in this Agreement, you are responsible for all transfers made using your mobile device. Although CU OnLine™ Mobile will not display the full account number for any of your accounts, it will display other sensitive information about your accounts, including balances and transfer amounts. Anyone with access to your mobile device may be able to view this information. We are not liable for any damages or disclosure of information to third parties due to your inability to ensure the safety, security, and integrity of your account and transactions when using CU OnLine™ Mobile.

Notwithstanding our efforts to insure that CU OnLine™ Mobile is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing CU OnLine™ Mobile or email transmitted to and from us, will not be monitored or read by others.

Credit Union of Southern California (CU SoCal)
P.O. Box 200, Whittier, CA. 90608-0200
(866)287-6225
www.CUSoCal.org

Addendum to the Credit Union of Southern California Electronic Banking and Electronic Signatures in Global and National Commerce Notice (E-Sign) Disclosure and Agreement

Mobile eDeposit Service Agreement

Thank you for choosing the Credit Union of Southern California's Mobile eDeposit Service.

Terms and Conditions

This Mobile eDeposit Service Agreement and Disclosure Addendum ("Addendum") contains the terms and conditions for the use of Credit Union of Southern California's ("CU SoCal") remote deposit capture service otherwise named Mobile eDeposit Service ("Service") and is an Addendum to the Credit Union of Southern California Electronic Banking and Electronic Signatures in Global and National Commerce Notice (E-Sign) Disclosure and Agreement. The words "us", "we", "our", "ours", "CU SoCal", and "Credit Union" refer to Credit Union of Southern California and the words "you" or "your" mean you, the Member or account holder or joint account holder (and refers to all such Members/owners jointly and severally) identified on the account records with us.

By participating in the Service or by signing or by electronically accepting this Addendum, you are agreeing to the terms and conditions presented here, in addition to other agreements you have entered into with CU SoCal, including but not limited to the Membership and Accounts Agreement and Truth-In-Savings Disclosure, governing your CU SoCal account(s), as each may be amended from time to time, collectively referred to as the "Other Agreements". The Other Agreements are incorporated by this reference and made a part of this Addendum. In the event of a discrepancy between this Addendum and the Other Agreements, the terms of this Addendum shall control. The Credit Union in its discretion may modify this Addendum from time to time without notice or as otherwise provided by law. Continued use of the Service constitutes acceptance of any new or amended terms and conditions. Please read this Addendum carefully and keep a copy for your records.

Mobile eDeposit Banking Application

We will provide you with the Mobile Banking eDeposit Application ("App"). If you meet the preselected eligibility criteria for the Service, you will receive a response when you use the icon for Mobile eDeposit so that you can capture and transmit check images (front and back) and other information to us electronically for deposit. If you are not sure if you qualify for the Service, you may contact the Telephone Service Center at (866) 287-6225.

Limitation of Service

When using the Service, you may experience technical or other difficulties. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to access to or use of the Service. These difficulties may result in loss of data, personalization settings, or other interruptions. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to determine your eligibility for the Service. Further, we shall not be responsible for the operation, security, functionality, or availability of any wireless device or mobile network, which you utilize to access the Service. We reserve the right to change the qualification requirements at any time without prior notice. We reserve the right to change, suspend, or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice.

You agree to exercise caution when utilizing the Service on your mobile device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on your mobile device while using the Service reflects the most recent account information available to us, but it may not be current. You agree that we shall not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

Compliance with Laws

You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Service, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that govern the Service we provide. You promise to indemnify and hold us harmless from any

damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us and this Addendum.

Use of the Service

The Service allows you to remotely deposit a valid paper check ("check" or "item") to your checking, savings, money market, Summer, and Holiday Saver accounts. By using your Mobile Device (at this time we only allow the Service to be accessed through iPhone and Android phones) you will electronically transmit a digital image of the check to CU SoCal or the processor designated by CU SoCal. The check(s) must be made payable to you, or to a joint owner on your CU SoCal account ("Account").

Miscellaneous Fees and Charges

Any service fees for using the Service will be shown in the Schedule of Fees, prior receipt of which you acknowledge, and may be changed by us from time to time. You are responsible for any and all charges imposed by your communications service provider. Data rates may apply.

Member Eligibility

You understand that your Account must be in good standing to qualify for the Service. Other eligibility standards may apply at the discretion of the Credit Union.

Hardware and Software

In order to use the Service, you must obtain and maintain, at your expense compatible hardware and software as specified by the Credit Union from time to time. The Credit Union is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provided at the time of download and installation.

Deposit Limits

You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits CU SoCal has disclosed to you. The current limits are based on your current Account relationship with CU SoCal and your limit may fluctuate daily. The daily limits are as follows; New accounts will have a daily limit of \$500 for the first 30 days of Membership, existing accounts that have been opened more than 30 days will have a daily limit of \$5,000 for accounts without direct deposit or a \$10,000 daily limit for accounts with direct deposit (direct deposit(s) must be made within the previous 35 days of the date you are attempting to deposit a check via this Service) or are in the Value+ account package (to be classified as a Value+ account, your Account must have a daily balance of at least \$15,000 in combined savings and loan balances). We reserve the right to change limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. Items presented that exceed your limit will be rejected. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times.

Eligible Items for Deposit

You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Regulation CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in California.

Unacceptable Items for Deposit

You understand and agree that you will not use the Service to deposit the following items:

- Any third party check or item, i.e., any item that is made payable to another party and then endorsed to you by such party, checks or items originally payable to any person or entity other than you
- Any check or item drawn on your personal account at CU SoCal
- Any check or item containing restrictive endorsements
- Any check or item that contains evidence of alteration to the information on the check
- Any check or item previously converted to a "substitute check," as defined in Regulation CC
- Any check or item issued to you by a financial institution in a foreign country
- Any check or item that is a "remotely created check" as define by Regulation CC

- Any check or item that is “stale dated,” expired, or “postdated”, checks dated more than six months prior to the date of deposit
- Any check or item that is “non-negotiable” (whether stamped in print or as a watermark)
- Any check or item that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason
- Any check or item that is incomplete
- Any check or item not made payable in United States currency
- Any check or item drawn on a financial institution located outside the United States
- Any check or item prohibited by the Credit Union’s current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account
- Cash
- Savings Bonds

Deposits of this nature may result in the immediate termination of the Service and an immediate reversal of the transaction or credit to your Account. A reversal means the amount of the item(s) deposited will be removed from your Account and will reduce your Account balance. The reversal may also result in a negative balance on your Account.

Check Requirements

Any image of a check that you transmit to us must accurately and legibly provide all information on the front and back of the check at the time of presentment to you by the drawer. Prior to taking an image of the original check, you must endorse the back of the original check. Your endorsement will include your Account number and the date (month, day and year) of image capture. You agree to follow any and all other procedures and instructions for use of the Service as CU SoCal may establish from time to time. The image of the check transmitted to us using the Service must accurately and legibly provide, among other things, the following information: (1) your endorsement; (2) the date the check was written; (3) information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the payer’s signature(s); (4) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check; and (5) The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, including the requirements under Regulation CC, or any other regulatory agency, clearing house or association. The Service may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee we can accept the image.

Receipt of Items

Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image by a confirmation screen upon the conclusion of your transaction. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will process the image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account and, in the event we reject an item for remote deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit through the Service, we may ask you to provide the original item, because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your Account for items deposited using the Service is a provisional credit and you agree to indemnify us against and hold us harmless from any loss we suffer because of our acceptance of the remotely deposited check.

Rejection of Deposit

You understand that you are solely responsible for any service charges, overdraft charges, late fees, courtesy pay fees, and returned check/non-sufficient funds charges levied against you, your Account, or any other accounts you may have at other financial institutions that may result from our rejection of any item, check holds, or deposit delays

of any kind. You understand that if any item you transmit to us for deposit is rejected, we will send an email to you at the email address we have on file for your account to alert you of the rejection within two (2) business days of the date we receive the original transmission of your item. Should the email be returned as undeliverable, we will have completed our obligation to alert you and therefore, we are under no further obligation to attempt any redelivery of the email. Further, you understand that we are not responsible if, for any reason, you do not receive our email.

Items Returned Unpaid

In the event that an item that you transmit to us for remote deposit for credit to your Account is dishonored, rejected, or returned for any reason, you authorize us to debit the amount of such item from your Account, or offset the amount from any of your other accounts, and access appropriate fees per the Schedule of Fees. You also understand that in the event we cannot offset the amount of the dishonored item, you will be liable to us for the amount of the dishonored item and you will be responsible for our collection costs in connection with our efforts to collect the balance due from you, including but not limited to, our reasonable attorney fees. You understand that returned deposit activity may result in the cancellation of your Service privileges. A written notice will be sent to you or you will receive a phone call if the returned item causes your Account to have a negative balance as a result of returned items.

Availability of Funds

You agree that items transmitted through the Service are not subject to the funds availability requirements of Regulation CC. Funds deposited using the Service will be available after the Credit Union receives final payment for the funds submitted. The Credit Union may, but is not required to make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transactions and experience information, and other such factors as the Credit Union in its sole discretion, deems relevant. You also understand that credit is provisional until settlement is final. Without limiting the Credit Union's discretion described above, following receipt and processing of the image; we will generally make funds from the check available for withdrawal on the second business day after we receive your deposit however; longer delays may apply. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.

Changes to Contact Information

You agree to notify us immediately of any changes to your contact information, including your email address, residential and/or mailing address, and telephone number(s), so that all your records at CU SoCal can be updated accordingly. You can change your email address in CU OnLine™. You authorize us to send information and inquiries to the email address we have on file for your Account.

Unavailability of Service

You understand and agree that the Service may at times be temporarily unavailable due to CU SoCal system maintenance or technical difficulties including, but not limited to those of the Internet service provider and Internet software. In the event that the Service is unavailable, you acknowledge that you can deposit an original check at our branches or through our ATMs or by mailing the original check to CU SoCal, P.O. Box 200, Whittier, CA 90608. It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by us. To verify your deposit was accepted you can sign into mobile banking or CU OnLine™, and verify your deposit was received. The credit will be provisional until the deposit has cleared.

Retention, Secure Storage and Disposal of Transmitted Items

Upon your receipt of a confirmation from CU SoCal that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "RDC and the date" to ensure that it is not re-presented for payment.

- You agree to securely store each original check that you deposit using the Service for a period of at least ninety (90) days after transmission to us. After ninety (90) days of the transmission, you will safely destroy the original check.
- You understand and agree that you are responsible for any loss caused by your failure to properly destroy the original check.
- You agree never to re-present the check for deposit.

- You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to CU SoCal as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

In Case of Errors

You agree to immediately notify us of any suspected errors regarding checks deposited through the Service by calling (866) 287-6225 or emailing us through the CU OnLine™ secure email service.

Periodic Statement

Any remote deposit(s) made through the Service will be reflected on your monthly periodic statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Service by no later than sixty (60) days after we sent you the FIRST monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Ownership & License

You agree that we retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Addendum. Any breach of this Addendum immediately terminates your right to use the Service. Without limiting the generality of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the business interest of CU SoCal, or (iii) to the actual or potential economic disadvantage in any aspect to CU SoCal. You may use the Service only for non-business, personal use in accordance with this Addendum. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR CU SOCIAL'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICE, OR YOUR BREACH OF THIS ADDENDUM, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CU SOCIAL HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Accountholder's Warranties

You make the following warranties and representations with respect to your use of the Service and each image of an original check you transmit to us using the Service:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
- Other than the digital image of an original check that you remotely deposit through the Service, there are no other duplicate images of the original check.
- Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You have not knowingly failed to communicate any material information to us.
- You will retain possession of each original check deposited using the Service for the required retention period and neither you nor any other party will submit the original check for payment.
- Your Account into which you deposit checks using the Service, and the funds from such checks, are only used for consumer purposes and not for business purposes.
- You will not use the Service and/or your Account for any illegal activity or transactions.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Accountholder's Indemnification Obligation

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Service and/or breach of this Addendum. You understand and agree that this paragraph shall survive termination of this Addendum.

Termination of the Service

You may, by written request or by calling the Credit Union, terminate the Service provided for in this Addendum. We may terminate your use of the Service at any time. In the event of termination of the Service, you will remain liable for all transactions performed on your Account.

Relationship to Other Disclosures

The information in this Addendum applies only to the Service described herein. Provisions in other disclosures and disclosure documents, as may be revised from time to time, remain in effect for all other aspects of your Account.

Governing Law

You understand and agree that this Addendum and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

Confidentiality

You acknowledge and agree that confidential data relating to the Service, marketing strategies, business operations, and business systems (collectively, "Confidential Information") may come into your possession in connection with this Addendum. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

Waiver

The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Force Majeure

You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or costs of any kind resulting from any delay in the Service due to causes beyond our reasonable control.

Other Terms

You may not assign this Addendum. A determination that any provision of this Addendum is unenforceable or invalid shall not render any other provision of this Addendum unenforceable or invalid.

Definitions

Check (as defined in Regulation CC) means a negotiable demand draft that is drawn on:

- Or payable through or at an office of a bank or credit union.
- A Federal Reserve Bank or a Federal Home Loan bank.
- The Treasury of the United States.
- A state or local government that is not payable through or at a bank or credit union.
- A United States Postal Service money order.
- A Traveler's check drawn on or payable through or at a bank or credit union.
- An original check.

Item (as defined in Article 4 of the California Commercial Code) means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.

Remotely Created Check (as defined in Regulation CC) means a check that is not created by the paying bank and does not bear a signature by the person on whose account the check is drawn, but is authorized by the account owner.

Substitute Check (as defined in Regulation CC) is a check reproduction of an original check that:

- Contains an image of the front and back of the original check;
- Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured;
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140; and
- Is suitable for automated processing in the same manner as the original check.

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